UNITED STATES MARINE CORPS



MARINE CORPS SYSTEMS COMMAND 2200 LESTER STREET QUANTICO VIRGINIA 22134-5010

IN REPLY REFER TO

5720 DON-USMC-2022-006004 28 Feb 22

Sent via email to: foia@foia.com

Ms. Rose Santos FOIA GROUP P.O. Box 368 Depew NY 14043

SUBJECT: FOIA DON-USMC-2022-006004

Dear Ms. Santos:

This responds to your FOIA request dated March 23, 2022, which requests a copy of "Relevant to N0017819D8131 Order M6785421F3000, (1) Task order title page (1st page only) and (2) the Task Order's CURRENT Statement of Work/Performance Work Statement (SOW/PWS)."

The requested documents are enclosed.

Fees associated with processing your request are minimal and waived.

Any questions concerning this matter should be directed to Mrs. Bobbie Cave at (703) 432-3934 or bobbie.cave@usmc.mil.

Sincerely,

Bobbie Cave Lor Lisa L. Baker Counsel

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PERFORMANCE WORK STATEMENT

FOR AMPHIBIOUS COMBAT VEHICLE NEW EQUIPMENT TRAINING

PROGRAM MANAGER, ADVANCED AMPHIBIOUS ASSAULT



United States Marine Corps
Program Executive Officer Land Systems
2200 Lester Avenue
Quantico, VA 22134

1.0 Introduction

Program Executive Officer Land Systems (PEO LS), Program Manager, Advanced Amphibious Assault (PM AAA) is responsible for providing New Equipment Training (NET) support to the Assault Amphibian (AA) Operating Forces and AA School. The requirement will assist in the training of Marines to operate and maintain the Amphibious Combat Vehicle (ACV) and Assault Amphibious Vehicle (AAV) Family of Vehicles (FoVs).

2.0 Scope

This Performance Work Statement (PWS) defines the PM AAA Program efforts the Contractor shall perform and complete. The Contractor shall:

- Provide a Vehicle Operator Instructor/Training Manager who shall be the single point of
 contact for training and courseware assessment, development and conduct matters, and
 shall report to the NET Director for day-to-day operations, and in addition, conduct
 Operator Instructor duties as well;
- Provide Vehicle Operator Instructors, with an option for additional Operator Instructors;
- Provide Vehicle Maintenance Instructors;
- Provide a Vehicle Communication Data/Network Maintenance Instructor;
- Provide a Communication Electronics Maintenance Instructor; and
- Provide a Vehicle Communication Systems Operator Instructor.

The Training Manager and the other Instructors shall provide proof of completion of Marine Corps Instructor Development Course (IDC) or equivalent. They shall be able to read, write, speak and comprehend the English language, including technical language and terms associated with the operation, operator maintenance and field level maintenance of ordnance vehicles and associated communication and data/networking systems.

3.0 Background

The PM AAA New Equipment Training (NET) Team was established to support multiple tasks leading up to the fielding of the ACV. This included the review of training and technical deliverables from the Vehicle Original Equipment Manufacturer (OEM), crewing the Operational Assessment (OA) vehicles, participating in the Logistics Demonstration (LOG Demo), conducting Gunnery Training, and training on test vehicles at multiple locations.

The NET Team primarily consisted of mapped billets drawn from the Operating Forces (OpFor), and ranged from Sergeant and above, since the NET Team would be training senior and junior-level Marines. OpFor billets were mapped to provide approximately 32 operators of the vehicles during the ACV OA. After the completion of the ACV OA, the crewman billets would then return to the OpFor. PM AAA then realized the billets (i.e., Marines) would be required through FY21, to include LOG Demo through completion, and ACV Initial Operational Capability (IOC) fielding. During the 2019 AA Summit, OpFor expressed they could no longer support the NET requirements following the Initial Operational Test & Evaluation (IOT&E) due to other operational commitments. Due to the current manpower shortfalls, the NET Team is unable to

conduct training to support ACV fielding.

4.0 Requirements

4.1 General Requirements

The Contractor shall provide NET support services to the Product Manager (PdM) for the ACV and AAV Programs.

The Government **will not** reimburse the Contractor for costs related to establishing, equipping, and operating a home office that must be capable of processing voice and data communications, and protecting Government information or property.

The Government shall neither supervise Contractor employees nor control the method by which the Contractor performs the required tasks within this PWS. Under no circumstances shall the Government assign tasks to, or prepare work schedules for, or otherwise exert control over individual Contractor employees. It shall be the sole responsibility of the Contractor to manage its employees and to guard against any actions that are of the nature of personal services, or give the perception of personal services. If the Contractor believes that any actions by the Government constitute, or may be perceived to constitute personal services, the Contractor must immediately notify the Contracting Officer to report the circumstances giving to the potential personal services. Failure to report, within a reasonable time, may result in the termination of performance.

4.2 Contract Data Requirements List

The Contractor shall submit and the Government will provide feedback, for all required deliverables under this PWS. Deliverables are associated with Contract Data Requirement Lists (CDRLs) (Section J Exhibit A) identified in each applicable paragraph.

4.3 Post-Award Conference

The Post-Award Conference (PAC) shall be scheduled within 30 calendar days after contract award. Attendees shall include representatives from the Contractor team, the cognizant Contract Administration Office, PM AAA, the Contracting Officer, and the Contract Specialist. The Contracting Officer will chair the PAC to establish clear understanding of all tasks, and identify and resolve potential problems. Five business days prior to the PAC, the Contracting Officer or Contracting Officer's Representative (COR)/Alternate Contracting Officer's Representative (ACOR) will provide the agenda electronically. The Contractor shall record and submit PAC Meeting Minutes in accordance with CDRL A001. At a minimum, meeting minutes shall contain the following:

- Title Page;
- Location, date, and duration of the event;
- List of attendees:

- Summary of discussions;
- Copy of presentation material; and
- Action items resulting from the event, including the action(s) to be taken by responsible individual or group, and due date of each action item's completion.

CDRL A001: Report, Record of Meeting; Meeting Minutes

4.4 Program Management Reviews

The Contractor shall conduct semiannual Program Management Reviews (PMRs) at a location agreed upon, unless otherwise directed by the Government. The PMRs shall be co-chaired by Government and Contractor representatives. The Contractor shall prepare all necessary documentation and have all required personnel available to conduct the PMR. The Contractor shall explain the reasoning, assumption, and methodologies in arriving at particular conclusions, recommendations, or alternatives in the accomplishment of the tasks required by the task order. The Contractor shall report status of funding, action items, and events/efforts planned for the next 180-day period of support. During the PMR, the COR/ACOR will summarize the Contractor's performance with requirements established in the Quality Assurance Surveillance Plan (QASP) that will be used to measure Contractor performance, discuss upcoming tasks, and address any Contractor concerns or issues affecting task order performance. The Contractor shall prepare PMR Meeting Agendas in accordance with CDRL A002, and Meeting Minutes in accordance with CDRL A001. PMRs will be conducted throughout the period of performance of this task order.

CDRL A001: Report, Record of Meeting; Meeting Minutes

CDRL A002: Conference Agenda; Meeting Agenda

5.0 Detailed Task Support

The tasks listed in the following paragraphs apply to PdM ACV and AAV Programs.

5.1 Training Management

5.1.1 Vehicle Operator Instructor/Training Manager

The Contractor shall provide the capability and designate a single point of contact, a Training Manager, with sufficient corporate authority to manage, direct, execute and, control the cost, schedule, and performance of the contract. The Training Manager shall serve as the primary business liaison with the NET Director who shall coordinate all Contractor activities related to day-to-day operations. In addition to other training requirements described in this PWS, the Contractor shall track personnel certifications to include swim and underwater egress trainer qualifications, which must be renewed every two years. No later than 15 calendar days prior to any instruction, the Training Manager shall provide written confirmation of the instructor's proficiency with the material and readiness to execute instruction. Additionally, the Training Manager shall participate with the ACV and AAV Government Manpower, Personnel, and Training Integrated Product Teams (MPT IPTs). The Training Manager shall conduct and or

support the conduct of the instructor evaluations to ensure preparedness to instruct assigned lessons.

As an Operator Instructor, the Training Manager shall have the knowledge, skills, and attributes to implement and evaluate instruction on the systems, subsystems, equipment controls, and routine preventative maintenance functions at the operator level. Additionally, the Training Manager shall be responsible for his or her assigned periods of instruction and other administrative tasks associated with maintenance of the operator curriculum(s).

5.1.2 Program Management Plan

The Contractor shall develop and maintain a Program Management Plan (PMP) in accordance with CDRL A003. The purpose of the PMP is to provide high-level cost, schedule, and performance goals and objectives, and to identify risks and issues, and mitigating approaches for the contracted effort. The PMP shall provide an organizational chart depicting all team personnel. The Contractor shall be fully staffed within 15 calendar days after contract award. The PMP shall provide visibility into the Contractors organization techniques, methods and processes used in managing the effort. The PMP shall include a communications plan, outlining the approach the Contractor will implement in communicating with all stakeholders of this effort. The PMP shall consider the complete PWS tasks with focus on efforts in the year of execution. PMP documentation shall be readily available to the PM AAA during periodic planned visits. The PMP shall address the below requirements:

- Contractor PM and team members for this effort;
- Major program reviews and events;
- Program risks and mitigation plans;
- Monitoring cost, schedule, and performance;
- Subcontractor Control and Management; and
- Organizational Chart

The PMP shall be updated in accordance with CDRL A003, as changes occur throughout the task order.

CDRL A003: Management Plan; Program Management Plan (PMP)

5.1.3 Task Order Maintenance and Execution

The Contractor shall develop and deliver an overall monthly Progress Status and Management Status Report in accordance with CDRL A004, summarizing all tasks completed within this PWS during the month. The CDRL listed below shall be required throughout the execution of this task order.

CDRL A004: Contractor Progress Status and Management Status Report; Monthly Status Report

5.2 NET Team Manpower Requirements

5.2.1 Vehicle Operator Instructors

The Contractor shall provide Vehicle Operator Instructors, and they shall have the knowledge, skills, and attributes to implement and evaluate instruction on the systems, subsystems, equipment controls, and routine preventative maintenance functions at the operator level. The Vehicle Operator Instructor shall review and provide recommended changes to course curricula, lesson plans, student guides, and audio visual aids in support of lesson material and examinations. They shall deliver instruction incident events identified for the Assault Amphibious (AA) FoVs, and the associated training systems. They shall conduct actions incident to the operation and maintenance of amphibious vehicles in the PM AAA portfolio to include, but not limited to: Preventive Maintenance Checks and Services (PMCS), inspections, and tasks as stipulated in the operator technical manual, references and instructions and any associated training systems affiliated with the delivery of instruction for operators. Additionally, these Vehicle Operator Instructors shall be responsible to maintain and update their assigned periods of instruction and other administrative tasks associated with maintenance of the operator curriculum(s).

5.2.2 Vehicle Maintenance Instructors

The Contractor shall provide Vehicle Maintenance Instructors, and they shall have the knowledge, skills and attributes to implement and evaluate instruction on the operation of the system, subsystems and equipment controls; execution of diagnostic tests and interpretation of results; removal and installation of major components; determination if the system/subsystem is malfunctioning; isolation and location of malfunctions in the Line Replaceable Units (LRU); replacement of defective LRU's; troubleshooting and repair of system and subsystem malfunctions, and performance of routine preventative maintenance functions. They shall review and provide recommended changes to course curricula, lesson plans, student guides, and audio visual aids in support of lesson material and examinations. They shall deliver instruction incident events identified for the AA FoVs, and the associated training systems. They shall conduct actions incident to the maintenance of amphibious vehicles in the PM AAA portfolio to include, but not limited to PMCS, inspection, repair, and procedures as stipulated in the field-level maintenance manual(s), reference(s) and instructions and the associated training systems affiliated with the delivery of the maintenance program of instruction as approved. These instructions may contain some operator functions, which are expected to increase as the ACV-Recovery (R) comes online. Additionally, these Instructors shall be responsible for the upkeep of their assigned periods of instruction and other administrative tasks associated with maintenance of the repairer/technician curriculum(s).

5.2.3 Vehicle Communication Data/Network Maintenance Instructor

The Contractor shall provide a Data/Network Maintenance Instructor, and they shall have the knowledge, skills and attributes of internetworking fundamentals, operations, configuration management, and execution of diagnostic tests and interpretation of results; removal and

installation of major components; determination if the system/subsystem is malfunctioning; isolation and location of malfunctions in the Line Replaceable Units (LRU); replacement of defective LRU's; troubleshooting and repair of system and subsystem malfunctions, and performance of routine preventative maintenance functions of the Mobile Modular Command and Control (C2) systems installed on AA C2 platform that provide staff access to network enclaves: Secret Internet Protocol Router Network (SIPRnet), Non-Secure Internet Protocol Router Network (NIPRnet) and Mission Specific communications. The Instructor shall train members on how to install, operate, and troubleshoot interoperable tactical and enterprise communication suites, through the use of advanced systems, including Microsoft based curriculum and MS Exchange/Server, Cisco Certified Network Associate (CCNA) modules 1, 2 and 3, as well as other authorized cyber network systems. The Instructor shall review and provide recommended changes to course curricula, lesson plans, student guides, and audio visual aids in support of lesson material and examinations. They shall deliver instruction incident events identified for the AA FoVs, and the associated training systems. They shall conduct actions incident to the operation and maintenance of amphibious vehicles in the PM AAA portfolio to include, but not limited to PMCS, inspection, repair, and tasks as stipulated in technical references for AA FoV's communication suites and associated systems affiliated with the delivery AA FoV instruction. Additionally, this Instructor shall be responsible for the upkeep of his or her assigned periods of instruction and other administrative tasks associated with maintenance of the communications curriculum(s).

5.2.4 Communication Electronics Maintenance Instructor

The Contractor shall provide a Communication Electronics Maintenance Instructor. The Communication Electronics Maintenance Instructor shall have the knowledge, skills and attributes to implement and evaluate instruction on the operation, functional administration, configuration management, networking and maintenance of the communications system(s), subsystems and equipment controls; execution of diagnostic tests and interpretation of results; removal and installation of major components; determination if the system/subsystem is malfunctioning; isolation and location of malfunctions in the Line Replaceable Units (LRU); replacement of defective LRU's; troubleshooting and repair of system and subsystem malfunctions, and performance of routine preventative maintenance functions. The Instructor shall review and provide recommended changes to course curricula, lesson plans, student guides, and audio visual aids in support of lesson material and examinations. They shall deliver instruction incident events identified for the AA FoVs, and the associated training systems. They shall conduct actions incident to the operation and maintenance of amphibious vehicles in the PM AAA portfolio to include, but not limited to PMCS, inspection, repair, and tasks as stipulated in technical references for AA FoV's communication suites and associated systems affiliated with the delivery AA FoV instruction. Additionally, this Instructor shall be responsible for the upkeep of his or her assigned periods of instruction and other administrative tasks associated with maintenance of the communications curriculum(s).

5.2.5 Vehicle Communications System Operator Instructor

The Contractor shall provide a Vehicle Communications System Operator Instructor. The Vehicle Communications System Operator Instructor shall have knowledge, skills and attributes to implement and evaluate instruction on the operation and maintenance of vehicular radio sets, analyzing tools and specialized computer hardware/software programs to employ voice and digital communication transmissions for command and control at the Transmissions Systems Operator level. The Instructor shall review and provide recommended changes to course curricula, lesson plans, student guides, and audio visual aids in support of lesson material and examinations. They shall deliver instruction incident events identified for the AA FoVs, and the associated training systems. They shall conduct actions incident to the operation and maintenance of amphibious vehicles in the PM AAA portfolio to include, but not limited to PMCS, inspection, repair, and tasks as stipulated in technical references for AA FoV's communication suites and associated systems affiliated with the delivery AA FoV instruction. Additionally, this Instructor shall be responsible for the upkeep of his or her assigned periods of instruction and other administrative tasks associated with maintenance of the communications curriculum(s).

5.2.6 Other Requirements

The Instructor Personnel shall employ standard techniques of military instruction consisting of lectures, demonstrations, and practical applications in both land and amphibious environments, and as such, must meet swim qualifications of USMC Water Survival-Intermediate (WS-I) or approved civilian equivalent and certified in the UET prior to conducting waterborne operations. Communications Data/Network Maintenance, System Operator and Electronics Maintenance Instructor must meet swim qualifications of USMC Water Survival-Basic (WS-B) or approved civilian equivalent and certified in the UET prior to conducting waterborne operations.

All personnel shall be physically capable of conducting the actions required to mount, dismount, evacuate and/or egress during vehicle operations. Personnel whose duties require embarkation upon an AAV or ACV performing water operations shall be qualified in the Submerged Vehicle Egress Trainer (SVET). Prior to training in the SVET, personnel must complete SVET Medical Screening Form and possess a current Marine Corps Water Survival (MCWS) – Basic qualification (i.e., MCWS qualification must be less than 2 years prior to SVET training). Qualification in the SVET requires a 4-hour period of classroom academic instruction that introduces procedures on how to safely egress from a sinking or submerged vehicle. The classroom academic instruction is followed by a practical application using the Shallow Water Egress Trainer (SWET) and the SVET. The SWET is an individual seat-type device used prior to and in conjunction with SVET to introduce water submersion, basic disorientation by inversion, use of compressed air, and the proper techniques to egress. SWET training introduces students to a situation of being inverted while wearing safety belts/harness in the water so the student can use training received in the classroom to complete the SVET practical application. Once inverted in the water, the student has to use problem-solving skills to maintain control and implement an egress plan as trained. The SVET simulates the submersion, rolling over, and/or sinking of an AAV in order to allow students to apply and demonstrate the tactics, techniques, and procedures learned in the classroom instruction and SWET to safely egressing from the vehicle.

While conducting SVET training, the student will be exposed to a stressful environment that includes a sudden descent into water on a simulated vehicle platform, underwater submersion, unexpected rotational forces while submerged, reduced air supply, high intensity exercise (swimming while egressing), sensory deprivation, disorientation, and breathing compressed gas. This training is not recommended for those individuals that have cardiac or pulmonary disease, limited range of motion of limbs, recurring joint pain, hydrophobia, claustrophobia, anxiety, panic attacks, or other medical disability that could be exacerbated by this training. The Contractor is responsible for providing personnel who can safely and successfully complete this training.

The Government will provide the Contractor with information regarding available training locations, dates and times. The Contractor will be responsible for coordinating with the designated point of contact to schedule and complete the training in a timely manner.

The Contractor shall execute AAV and ACV instruction and perform crew-level tasks in the operation of AA FoVs with respect to weather, sea conditions, schedules, and comply with the most current AA Standard Operating Procedures (SOP) and additional safety requirements as applicable. Instructors shall be physically capable of conducting the actions required to mount, dismount, evacuate and/or egress during vehicle operations on both land and in amphibious environments. This includes actions including but not limited to the UET and live fire ranges. The Government will provide all instructors a licensing or training course, at no additional cost to the Contractor, for the performance of these duties. Personnel must be physically capable of wearing Personal Protective Equipment (PPE) such as Combat Vehicle Crewmen Helmet, Steel Toed Boots, Protective Vest, Gloves, and Eye Protection. Personnel shall meet the prerequisite for training courses which require a swim qualifications and physical fitness event. This physical fitness event requires the instructors to demonstrate the ability to lift oneself through each evacuation route of the vehicle(s), while wearing personal protective equipment (up to 50 pounds) and deadlift and hold 75 pounds for 30 seconds. This requirement is for emergency/egress procedures, lifting and moving cans of ammunition, removing and installing system components and weapons, and other duties associated with land and amphibious operations and maintenance of the AA FoVs. The Contractor is responsible for providing employees that are qualified to successfully complete all of the training prior to performing the instructor duties. The Contractor shall provide insurance on personnel commensurate with such activities.

5.2.7 Personal Protection Equipment

The personal protection equipment (PPE) required for this effort shall consist on the following:

- The Government will provide the required head and body protective wear. These two items shall require the individual contractor's employee's signature to document receipt, and these the items shall be returned to the Government upon completion of this task order.
- The Contractor shall be required to provide coveralls, boots, eye and ear protection,

gloves, COVID 19 equipment, or any other associated PPE to execute all tasks.

6.0 Travel/ODC Approval and Reimbursement

The Contractor shall be required to travel within the Continental United States (CONUS) and Outside Continental United States (OCONUS) to various locations. The Contractor shall prepare a travel package request for COR/ACOR approval 14 calendar days in advance for CONUS travel, and 45 calendar days in advance for OCONUS travel. On occasion the Government shall require travel with less lead time; the Contractor shall request the travel and the COR/ACOR shall provide written approval by either letter or email for the deviation in request time. All travel shall be pre-approved via email by the COR/ACOR consistent with the cost accounting principles of FAR Part 31, and within the Per Diem limits of the Joint Travel Regulations (JTR). Travel required for tasks assigned under this contract shall be governed in accordance with current JTR and Department of State Standardized Regulations (DSSR).

A Contractor traveling on official Government business is expected to exercise the same care in incurring expenses that a prudent person would exercise if traveling on personal business. The Contractor agrees, in the performance of necessary travel, to use the lowest cost mode commensurate with the requirements of the mission. When it is necessary to use air or rail travel, the Contractor agrees to use coach, tourist class, or similar accommodations to the extent consistent with the successful and economical accomplishment of the mission for which the travel is being performed. Excess costs, circuitous routes, luxury accommodations, and delays or services unnecessary or unjustified in the performance of official Government business are not reimbursable. The Government will reimburse economy/coach-class transportation.

The Government will reimburse compact cars for rental car transportation. The Contractor shall be reimbursed for car rental, exclusive of mileage charges, as authorized in the basic contract or upon approval by the COR/ACOR, when the services are required to be performed beyond the normal commuting distance from the Contractor's facilities. Car rental for a team on Temporary Duty Travel (TDY) at one site will be allowed for a minimum of four persons per car, provided that such number or greater comprise the TDY team. The Government will reimburse economy lot parking. The Government will not reimburse for valet parking nor Express or High-Occupancy Toll (HOT) lanes. Per Diem for CONUS and OCONUS travel will be reimbursed in accordance with the Federal Acquisition Regulation (e.g., FAR Part 31.205-46) – Travel Costs, and the Joint Travel Regulations (JTR) (Chapter 2). Travel shall be non-fee bearing.

The Contractor shall be reimbursed on the basis of actual amount paid, to the extent that such travel is necessary for the performance of services under the contract, and is authorized by the COR/ACOR in writing. The Contractor shall submit receipts for all expenses within five calendar days of the request. The Contractor's invoices shall include receipts for expenses over \$75.00 substantiating actual costs incurred for authorized travel. The Contractor shall make receipts available for review at any time during performance of the task order notwithstanding FAR, DFARS, JTR, or other regulations.

Other than economy/coach-class accommodations may be authorized/approved due to medical reasons only, in accordance with JTR (www.defensetravel.dod.mil/site/travelreg.cfm); "Other

than economy-/coach-class transportation"). For rental cars carrying three or more Contractor travelers, larger vehicles may be authorized in advance.

The Contractor shall not be paid for Per Diem for Contractor personnel who reside in the metropolitan areas in which the tasks are being performed. Per Diem shall not be paid on services performed within a 50 mile radius of the Contractor's home office or the Contractor's local office. Per Diem is authorized for Contractor personnel beyond a 50 mile radius of the Contractor's home or local offices whenever a task assigned requires work to be done at a temporary alternate worksite. Per Diem shall be paid to the Contractor only to the extent that overnight stay is necessary and authorized under this contract by the COR/ACOR. The authorized Per Diem rate shall be the same as the prevailing Per Diem in the worksite locality. These rates will be based on rates contained in the JTR and DSSR. The applicable rate is authorized at a flat 75% percent on the day of departure from the Contractor's home or local office, and on the day of return.

7.0 Task Order Administrative Data

7.1 Proper Identification of Contractor Personnel

Contractors, including Subcontractors at all tiers, shall provide for a clear distinction from Government personnel. Contractor employees shall not act, advertise, or presume to be Government employees, agents or representatives. Contractor employees are required to appropriately identify themselves as Contractor employees at all times, including in telephone conversations, formal and informal written correspondence, paper and electronic, and in any other situations where their actions could be construed as acts of Government officials unless, in the judgment of the Government, no harm can come from failing to identify themselves. Contractor employees shall be introduced as Contractor personnel and display distinguishing visible identification at all times, whether in conversations, meetings, and other forms of communication with Government personnel.

Contractor personnel, while performing in a Contractor capacity, shall refrain from using their retired or reserve component military rank or title in written or verbal communications associated with the contracts for which they provide services.

The Contractor shall incorporate the substance of this requirement in all subcontracts awarded under this task order.

7.2 Security Requirements

This contract will require the Contractor to have a Secret Facility Clearance and will require certain Contractors to obtain and maintain classified access eligibility. The Contractor shall have a valid Secret Facility Clearance prior to classified performance. The Prime Contractor and all Sub-Contractors (through the Prime Contractor) shall adhere to all aspects of DoD Directive 5220.22-M and DoD Manual 5220.22 Volume 2. All personnel identified to perform on this contract shall maintain compliance with Department of Defense, Department of the Navy, and Marine Corps Information and Personnel Security Policy to include completed background

investigations (as required) prior to classified performance. This contract shall include a DoD Contract Security Classification Specification (DD-254) as an attachment. Certain Contractors will be required to perform IT-I/II duties that will require favorably adjudicated Tier 5/3 Level investigations. The Defense Counterintelligence Security Agency (DCSA) will not authorize Contractors to submit the necessary Tier Level investigations solely in support of IT level designation requirements, but are required to submit investigations for those employees requiring both Secret access and IT-II designation. The Government Contracting Activity Security Office (GCASO) is required to submit any required investigations in support of IT-I level designations. The Contractor is required to provide a roster of prospective Contractor employees performing IT-I duties to the MCSC Contracting Officer's Representative (COR). This roster shall include: full names, Social Security Numbers, e-mail address and phone number for each Contractor requiring investigations in support of IT Level designations. The COR will verify the IT-I requirements and forward the roster to the GCASO. Contractors found to be lacking required investigations will be contacted by the GCASO.

Facility Security Officers (FSOs) are responsible for notifying the MCSC AC/S G-2 Personnel Security Office (PERSEC Office) via encrypted e-mail to MCSC_Security@usmc.mil or 703-432-3374/3952 if any Contractor performing on this contract receives an unfavorable adjudication. The FSO must also notify the PERSEC Office, within 24 hours, of any adverse/derogatory information associated with the 13 Adjudicative Guidelines concerning any Contractor performing on this contract, if they have been granted an IT designation, issued a CAC, a MCSC Building Badge and/or granted classified access. The FSO shall notify the Government (written notice) within 24 hours of any Contractor personnel added or removed from the contract that have been granted IT designations, issued a Common Access Card (CAC) and/or a MCSC Building badge/access.

7.3 Common Access Card Requirement

The COR will identify and only approve those Contractor employees performing on this contract that require CACs in order to perform their job function. In accordance with Headquarters, United States Marine Corps issued guidance relative to Homeland Security Presidential Directive – 12 (HSPD-12), all personnel must meet eligibility criteria to be issued a CAC. In order to meet the eligibility criteria, Contractor employees requiring a CAC must obtain and maintain a favorably adjudicated Personnel Security Investigation (PSI.) Prior to authorizing a CAC, the employee's Joint Personnel Adjudication System (JPAS) record must indicate a completed and favorably adjudicated PSI or (at a minimum) that a PSI has been submitted and accepted (opened). The minimum acceptable investigation is a T-1 or a National Agency Check with Written Inquiries (NACI). If a Contractor employee's open investigation closes and is not favorably adjudicated, the CAC must be immediately retrieved and revoked. CACs are not issued for convenience.

Facility Security Officers (FSOs) are responsible for notifying the MCSC AC/S G-2 Personnel Security Office (PERSEC Office) at 703-432-3490/3952 if any Contractor performing on this contract receives an unfavorable adjudication after being issued a CAC. The FSO must also immediately notify the PERSEC Office of any adverse/derogatory information associated with the 13 Adjudicative Guidelines concerning any Contractor issued a CAC, regardless of whether a

JPAS Incident Report is submitted.

Each CAC is issued with a "ctr@usmc.mil" e-mail account that the individual Contractor is responsible to keep active by logging in on a regular basis (at least twice a month), sending an e-mail and clearing any unneeded e-mails. Contractors issued a CAC are prohibited from "auto-forwarding" e-mail from their .mil e-mail account to their .com e-mail account. If the "ctr@usmc.mil" e-mail account is not kept active, G-6 will deactivate the account and the CAC will also lose its functionality. Contractor employees shall solely use their government furnished "ctr@usmc.mil" e-mail accounts for work supporting the USMC, conducted in fulfillment of this contract, and shall not use a Contractor supplied or personal e-mail account to conduct FOUO Government business. The use of a Contractor or personal e-mail account for Contractor business or personal use is allowed, but only when using cellular or a commercial internet service provider.

If a Contractor loses their eligibility for a CAC due to an adverse adjudicative decision, they have also lost their eligibility to perform on MCSC contracts.

7.4 Marine Corps Enterprise Network Computer Access

Contractor personnel accessing Marine Corps Systems Command Computer systems, must maintain compliance with United States Marine Corps Enterprise Cybersecurity Manual 007 Resource Access Guide. Contractor personnel will submit a DD2875, and completion certificates for the CYBERC course located on MarineNet located at https://www.marinenet.usmc.mil. The CYBERC course consist of the DOD Cyber Awareness Challenge and Department of the Navy Annual Privacy Training (PII). Contractors will have to create a MarineNet account in order to acquire the required training.

Marine Corps Enterprise Network (MCEN) IT resources if provided are designated For Official Use Only (FOUO) and other limited authorized purposes. DoD military, civilian personnel, consultants, and Contractor personnel performing duties on MCEN information systems may be assigned to one of three position sensitivity designations.

- 1. ADP-I (IT-1): Favorably adjudicated T-5, T5R, (formerly known as Single Scope Background Investigation (SSBI)/SSBI Periodic Reinvestigation (SBPR)/SSBI Phased Periodic Reinvestigation (PPR)
- 2. ADP-II (IT-2): Favorably adjudicated T-3, T3R, formerly known as Access National Agency Check and Inquiries (ANACI)/ National Agency Check and Inquiries (NACI)/ National Agency Check with Law and Credit (NACLC)/Secret Periodic Review (S-PR))
- 3. ADP-III (IT-3): Completed T-1, (formerly known as National Agency Check with Inquiries (NACI)

All privileged users (IT-1) must undergo an SSBI regardless of the security clearance level required for the position. Privileged users must maintain the baseline Cyberspace Workforce Information Assurance Technical (IAT) or Information Assurance Manager (IAM) relating to the position being filled. Privileged users are defined as anyone who has privileges over a standard user account as in system administrators, developers, network administrators, code signing

specialist and Service Desk technicians.

All MCEN users must read, understand, and comply with policy and guidance to protect classified information and CUI, and to prevent unauthorized disclosures in accordance with United States Marine Corps Enterprise Cybersecurity Manual 007 Resource Access Guide and CJCSI 6510.01F.

7.5 MCEN Official E-mail usage

MCEN IT resources are provided For Official Use Only (FOUO) and other limited authorized purposes. Authorized purposes may include personal use within limitations as defined by the supervisor or the local Command. Auto forwarding of e-mail from MCEN-N to commercial or private domains (e.g., Hotmail, Yahoo, Gmail, etc.) is strictly prohibited. E-mail messages requiring either message integrity or non-repudiation are digitally signed using DoD PKI. All e-mail containing an attachment or embedded active content must be digitally signed.

MCEN users will follow specific guidelines to safeguard Controlled Unclassified Information (CUI), including PII and For Official Use Only (FOUO). Non-official e-mail is not authorized for and will not be used to transmit CUI to include PII and Health Insurance Portability and Accountability Act (HIPAA) information. Non-official email is not authorized for official use unless under specific situations where it is the only mean for communication available to meet operational requirements. This can occur when the official MCEN provided e-mail is not available but must be approved prior to use by the Marine Corps Authorizing Official (AO).

All personnel will use DoD authorized PKI certificates to encrypt e-mail messages if they contain any of the following:

- 1. Information that is categorized as Controlled Unclassified Information (CUI).
- 2. Any contract sensitive information that normally would not be disclosed to anyone other than the intended recipient
- 3. Any privacy data, PII, or information that is intended for inclusion in an employee's personal file or any information that would fall under the tenets of MSGID: DOC/5 USC 552A. Personal or commercial e-mail accounts are not authorized to transmit unencrypted CUI or PII.
- 4. Any medical or health data, to include medical status or diagnosis concerning another individual.
- 5. Any operational data regarding status, readiness, location, or deployment of forces or equipment.

7.6 Contractor Assets Connectivity to the MCEN

The contracting company will comply with MCENMSG-Unification 003-14 ENABLING CONTRACTOR ASSET CONNECTIVITY TO THE MCEN. The Contractor representative

will transfer the Contractor owned laptops to the MCSC G-6, Information Technology Asset Management (ITAM) department to have the MCEN images placed on each laptop before it is authorized to connect to the MCEN.

All Contractor owned laptops must meet or exceed the USMC laptop specifications. A list of laptops authorized to be attached to the MCEN can be obtained from MCSC G-6 upon request.

Upon completion of the contract or at such time as the Contractor reclaims the asset from the USMC, non-Government owned internal/external hard drives shall become the property of the U.S. Government. Once the hard drives have been removed, the laptops/assets will be returned to the Contractor. For additional questions regarding current system specifications contact the MCSC, ITAM lead at (703) 432-4396.

7.7 Magnetic Hard Drive Storage Devices

This paragraph covers the requirements of classified and unclassified internal and removable magnetic and Solid State hard drives that store Government data. This includes, but is not limited to, storage area network (SAN) devices, servers, workstations, laptops/notebooks, printers, copiers, scanners and multi-functional devices (MFD) with internal hard drives, removable hard drives and external hard drives. Upon disposal, replacement, turn in of hard drives or completion of the contract, non-Government owned internal/external hard drives shall become the property of the U.S. Government in accordance with GENADMIN Processing of Magnetic Hard Drive Storage Media for Disposal.

7.8 DFARS 5237.102-90 – Inventory of Contracted Services

Services Contract Reporting (SCR) requirements apply to this contract. The Contractor shall report required SCR data fields using the SCR section of the System for Award Management (SAM) at following web address: https://sam.gov/SAM/.

Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year. Contractors may direct questions to the help desk, linked at https://sam.gov/SAM/.

8.0 Cybersecurity

8.1.1 Reference Document(s)

Federal Standard – Mandatory Compliance 1, Defense Federal Acquisition Regulation Supplement Clause 252.204-7012 (Safeguarding Unclassified Controlled Technical Information) Version 2.0 August 2015

Federal Standard – Mandatory Compliance 2, NIST Special Publication 800-171, Revision 1, Protecting Controlled Unclassified Information in Nonfederal Systems and Organizations Federal Standard – Technical Evaluation Criteria 1, NIST Special Publication 800-171A, Assessing Security Requirements for Controlled Unclassified Information

NIST Special Publication 800-53 Federal Information Processing Standards (FIPS) 140-2

8.1.2 Program Related Documentation

The following documentation is provided in Section J:

- Contractor CUI-SSP Template 20 Nov 2018-final; reference Section J (Attachment 2)
- DoD Guidance for Reviewing System Security Plans and the NIST SP 800-171 Security Requirements Not Yet Implemented Exhibit(s); reference Section J (Attachment 3)

8.1.3 Requirement(s)

8.1.3.1 Systems Security Plan, and Plans of Action and Milestones (SSP/POAM) Reviews

- a. Within thirty (30) days of contract award, the Contractor shall make its System Security Plan(s) (SSP(s)) for its covered Contractor information system(s) available for review by the Government at the Contractor's facility. The SSP(s) shall implement the security requirements in Defense Federal Acquisition Regulation Supplement (DFARS) clause 252.204-7012, which is included in this contract. The Contractor shall fully cooperate in the Government's review of the SSPs at the Contractor's facility.
- b. If the Government determines that the SSP(s) does not adequately implement the requirements of DFARS clause 252.204-7012 then the Government shall notify the Contractor of each identified deficiency. The Contractor shall correct any identified deficiencies within thirty (30) days of notification by the Government. The contracting officer may provide for a correction period longer than thirty (30) days and, in such a case, may require the Contractor to submit a plan of action and milestones (POAM) for the correction of the identified deficiencies. The Contractor shall immediately notify the contracting officer of any failure or anticipated failure to meet a milestone in such a POAM.
- c. Upon the conclusion of the correction period, the Government may conduct a follow-on review of the SSP(s) at the Contractor's facilities. The Government may continue to conduct follow-on reviews until the Government determines that the Contractor has corrected all identified deficiencies in the SSP(s).
- d. The Government may, in its sole discretion, conduct subsequent reviews at the Contractor's site to verify the information in the SSP(s). The Government will conduct such reviews at least every three (3) years (measured from the date of contract award) and may conduct such reviews at any time upon thirty (30) days' notice to the Contractor.

CDRL A005: System Security Plan (SSP) and Associated Plans of Action

8.1.3.2 Compliance to NIST 800-171

a. The Contractor shall fully implement the CUI Security Requirements (Requirements) and associated Relevant Security Controls (Controls) in NIST Special Publication 800-171 (Rev. 1) (NIST SP 800-171), or establish a SSP(s) and POA&Ms that varies from NIST 800-171 only in accordance with DFARS clause 252.204-7012(b)(2), for all covered Contractor information systems affecting this contract.

- b. Notwithstanding the allowance for such variation, the Contractor shall identify in any SSP and POA&M their plans to implement the following, at a minimum:
- 1. Implement Control 3.5.3 (Multi-factor authentication). This means that multi-factor authentication is required for all users, privileged and unprivileged accounts that log in to a network. In other words, any system that is not standalone should be required to utilize acceptable multi-factor authentication. For legacy systems and systems that cannot support this requirement, such as CNC equipment, etc., a combination of physical and logical protections acceptable to the Government may be substituted;
- 2. Implement Control 3.1.5 (least privilege) and associated Controls, and identify practices that the Contractor implements to restrict the unnecessary sharing with, or flow of, covered defense information to its subcontractors, suppliers, or vendors based on need-to-know principles;
- 3. Implement Control 3.1.12 (monitoring and control remote access sessions) Require monitoring and controlling of remote access sessions and include mechanisms to audit the sessions and methods;
- 4. Audit user privileges on at least an annual basis;
- 5. Implement:
 - i. Control 3.13.11 (FIPS 140-2 validated cryptology or implementation of NSA or NIST approved algorithms (i.e., FIPS 140-2 Annex A: AES or Triple DES) or compensating controls as documented in a SSP and POAM); and,
 - ii. NIST Cryptographic Algorithm Validation Program (CAVP) (see https://csrc.nist.gov/projects/cryptographicalgorithm-validation-program);
- 6. Implement Control 3.13.16 (Protect the confidentiality of CUI at rest) or provide a POAM for implementation which shall be evaluated by the Navy for risk acceptance.
- 7. Implement Control 3.1.19 (encrypt CUI on mobile devices) or provide a plan of action for implementation which can be evaluated by the Government Program Manager for risk to the program.

8.1.3.3 Cyber Incident Response:

- a. The Contractor shall, within fifteen (15) days of discovering the cyber incident (inclusive of the 72-hour reporting period), deliver all data used in performance of the contract that the Contractor determines is impacted by the incident and begin assessment of potential warfighter/program impact.
- b. Incident data shall be delivered in accordance with the Department of Defense Cyber Crimes Center (DC3) Instructions for Submitting Media available at http://www.acq.osd.mil/dpap/dars/pgi/docs/Instructions for Submitting Media.docx. In delivery of the incident data, the Contractor shall, to the extent practical, remove Contractor-owned information from Government covered defense information.

c. If the Contractor subsequently identifies any such data not previously delivered to DC3, then the Contractor shall immediately notify the Contracting Officer in writing and shall deliver the incident data within ten (10) days of identification. In such a case, the Contractor may request a delivery date later than ten (10) days after identification. The Contracting Officer will approve or disapprove the request after coordination with DC3.

CDRL A006: Cyber Incident Reporting for a Contractor's Internal Unclassified Information System

8.1.3.4 Naval Criminal Investigation Service (NCIS) Outreach

The Contractor shall engage with NCIS industry outreach efforts and consider recommendations for hardening of covered Contractor information systems affecting Department of the Navy (DON) programs and technologies.

NCIS/Industry Monitoring

- a. In the event of a cyber incident or at any time the Government has indication of a vulnerability or potential vulnerability, the Contractor shall cooperate with the Naval Criminal Investigative Service (NCIS), which may include cooperation related to: threat indicators; pre-determined incident information derived from the Contractor's infrastructure systems, and the continuous provision of all Contractor, subcontractor or vendor logs that show network activity, including any additional logs the Contractor, subcontractor or vendor agrees to initiate as a result of the cyber incident or notice of actual or potential vulnerability.
- b. If the Government determines that the collection of all logs does not adequately protect its interests, the Contractor and NCIS will work together to implement additional measures, which may include allowing the installation of an appropriate network device that is owned and maintained by NCIS, on the Contractor's information systems or information technology assets. The specific details (e.g., type of device, type of data gathered, monitoring period) regarding the installation of a NCIS network device shall be the subject of a separate agreement negotiated between NCIS and the Contractor. In the alternative, the Contractor may install network sensor capabilities or a network monitoring service, either of which must be reviewed for acceptability by NCIS. Use of this alternative approach shall also be the subject of a separate agreement negotiated between NCIS and the Contractor.
- c. In all cases, the collection or provision of data and any activities associated with this statement of work shall be in accordance with federal, state, and non-US law.

8.1.3.5 Contractor's Record of Tier 1 Level Suppliers who Receive or Develop Covered Defense Information

The Contractor shall engage with NCIS industry outreach efforts, and consider recommendations for hardening of covered Contractor information systems affecting DON programs and technologies.

CDRL A007: Record of Tier 1 Level Suppliers Receiving/Developing Covered Defense Information